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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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Steve Yu,

Plaintiff,

07cv5541 (GBD) (MHD)

CONFIDENTIALITY

- against -

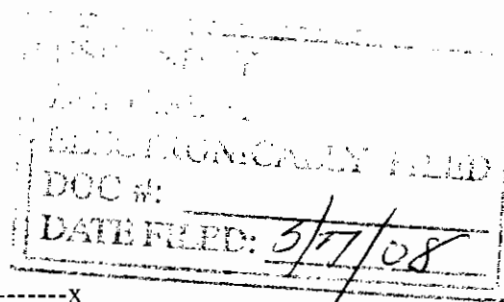
STIPULATION AND ORDER MD

New York City Housing Development Corporation

(HDC), PELLEGRINO MARICONDA, Sued

herein in his Official and Personal Capacity,

Defendant(s).  
-----X



WHEREAS Plaintiff and Defendants (collectively referred to as "the Parties") in the above-captioned matter have requested from each other certain Confidential Information not otherwise available to third parties; and

WHEREAS the Parties desire to facilitate discovery in this matter while preserving the confidentiality of certain information;

~~NOW, THEREFORE,~~ <sup>ordered:</sup> it is hereby agreed by and between the Parties as follows:

- MD 1. "Confidential Information," as used herein, shall mean any information, documents or data of a <sup>personal</sup> ~~personnel~~ nature concerning Plaintiff, an employee or former employee <sup>of defendant HDC</sup> or ~~an~~ consultant or former consultant including information concerning income, salary, raises, bonuses, job performance, promotion, demotion, transfer, discipline, termination, medical history, family history, prior employment history, arrest or conviction record, and any other

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document that would generally be viewed to be of a confidential nature, <sup>if it</sup> ~~that~~ is supplied by a

Party in discovery and is designated as confidential by so notifying the opposing <sup>party</sup> ~~counsel and~~

<sup>(under the plaintiff's or defendant's counsel)</sup>

~~Pro Se Plaintiff.~~ "Confidential Information," as used herein, shall also mean any information,

documents or data pertaining to Plaintiff's 1099s, paystubs, and other documents reflecting

Plaintiff's income from NYCHDC. Documents, information or data may be designated as

confidential by stamping, imprinting or otherwise labeling the documents, information or

data in question "Confidential" on the face thereof.

2. The Parties or their respective counsel receiving Confidential Information shall not use it <sup>or disclose its</sup> ~~contents~~

for any purposes other than in connection with this litigation. Such Confidential Information

shall not be provided to or otherwise disclosed to any prospective witness, expert, consultant

or other person or entity not <sup>a party to</sup> ~~connected with~~ this litigation, unless such person complies with

Paragraph 4 below, ~~and is either a deponent in deposition or a witness at trial.~~

3. Nothing contained herein shall restrict any counsel and Pro Se Plaintiff from disclosing

Confidential Information to a prospective witness, expert or consultant for any Party where

such disclosure is needed in connection with the litigation and preparation for trial of this

action, provided the person to whom such disclosure is made complies with the provisions of

Paragraph 4 herein, ~~and such person who is either a deponent in deposition or a witness at~~

~~trial.~~

4. Any prospective witness, expert or consultant for a Party to whom any Confidential

Information is disclosed shall, prior to such disclosure, agree in writing, in the form attached

hereto as Exhibit A, to be bound by the terms of this Stipulation. The Party's counsel and Pro

Se Plaintiff will retain any such signed statement and shall promptly make it available for

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inspection by opposing counsel and Pro Se Plaintiff upon request. If a prospective witness refuses to sign Exhibit A and the Parties cannot resolve the situation between themselves, either Party may raise the issue with the Court by letter or other informal procedure within <sup>five</sup>~~ten~~ business days, unless the Court orders otherwise. Until the Court rules on the issue, the prospective witness shall not be shown any document that is marked "Confidential."

5. All Confidential Information produced hereunder shall be retained in the possession and control of the Parties' respective counsel and Pro Se Plaintiff in such a manner as to preserve its confidential nature.

6. Upon the termination of this action, including all appeals, the Parties' respective counsel <sup>and</sup> ~~Pro Se Plaintiff~~ shall return all Confidential Information to opposing counsel and Pro Se Plaintiff, but may keep one copy of any Confidential document for their and his files. However, if counsel and Pro Se Plaintiff <sup>have</sup> ~~has~~ written notes on the Confidential Information that is work product, counsel and Pro Se Plaintiff shall destroy the Confidential Information rather than return it.

7. If any Party disputes another Party's designation of confidentiality, that Party shall notify the designating Party that it disputes the designation within a reasonable period of time. If the Parties are unable to resolve the dispute within <sup>five</sup>~~ten~~ business days, the Party who <sup>disputes</sup> ~~disputes~~ a document's designation as confidential may raise the issue with the Court by letter or other informal procedure, and without the need to file a formal motion, unless the Court otherwise orders. *The party designating the information as confidential shall bear the burden of persuasion in such a case.*

SO ORDERED:

HON. MICHAEL H. DOLINGER

U.S. Magistrate Judge

3/7/08

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STEVEN YU

EPSTEIN BECKER & GREEN, P.C.

By: \_\_\_\_\_

By: \_\_\_\_\_

Steven Yu

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Dated: February \_\_\_\_, 2008

February \_\_\_\_, 2008

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AGREEMENT CONCERNING CONFIDENTIAL INFORMATION

The undersigned hereby acknowledges that I have been given a copy of and has read the Confidentiality Stipulation, understands the terms thereof, and agrees to be bound by such terms.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)